

**FACILITY USE AGREEMENT
WITH INDEMNITY & INSURANCE REQUIREMENTS**

Overview of Indemnity & Insurance Requirements

Providing the use of Church property to others is a part of community outreach, done at below market rental rates. Because the church assumes some risk in providing the use of their facilities to outside groups, an arms-length relationship is standard practice. It is preferred that risk is transferred to users who benefit, especially those which are established legal entities, including those which are charitable in their purpose. The clients of the latter may be viewed strictly as a landlord.

A formal Facility Use Agreement defines the user's obligations to maintain and safeguard the facility, indemnify the Church and properly insure its activities. This agreement is intended for casual part time or one time use and is less formal than a lease.

An informal organization may not have insurance, in which case, insurance may be waived while retaining indemnity provisions. A wedding party may be able to rely on the liability insurance provided by their Homeowners policy. The limits of insurance may be considered negotiable.

Note: If a User is a business with employees, the FEIN is evidence of a legitimate business entity. Workers Compensation also applies to organizations with employees.

Organization/User Name hereinafter called *User*:

Organization FEIN, if it has employees:

Union Congregational Church of Magnolia hereinafter called *Church*:

Facility Use Purpose:

Date(s) of Facility Use:

Beginning Date:

Ending Date:

Total User Fees:

User Deposit:

Standard User Fees (includes light custodial cleaning before and after event):

Sanctuary: \$350

Vestry: \$150

Kitchen: \$75 NOTE: for warming and serving food only. Food preparation is not allowed by local Health Code

The Sanctuary and Vestry each seat 80

A deposit of 50% is required when the Facility Use form is signed.

Full payment is required 7 days before the event.

Refunds at the discretion of the church.

WHEREAS, the Church agrees to permit the User to use the Church and its facilities for the above Authorized Purpose, User, subject to the following terms and conditions:

1. User agrees that it will not use the facilities for any unlawful purpose, and will obey all laws, rules, and regulations of all governmental authorities while using the facilities.
2. User agrees to abide by any rules or regulations for use of the facilities that are attached to this agreement.
3. User agrees that the Church provides no supervision or control over the facilities when being used by the User.
4. User promises and warrants that it carries General Liability insurance with a minimum per occurrence limit of \$1,000,000, providing coverage for bodily injury and property damage. User will provide a Certificate of Insurance to the Church at least _____ days prior to the date upon which the User begins use of the described premises. The Certificate of Insurance will indicate that User has made Church an "additional insured" on User's policy with respect to the use by User of the facilities, and User's insurance shall be "primary and non-contributory with any other insurance carried by the additional insured".
5. User shall to the maximum extent permitted by law, indemnify and hold harmless and defend Church (including Church's trustees, officers, directors, employees, representatives and agents, as well as its successors and assigns) against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature whatsoever arising out of :
 - a. any failure by User and any of its trustees, officers, directors, employees, invitees, licensees, representatives, and agents, as well as its successors and assigns, to perform any of the agreements, terms, covenants or conditions of this Use Agreement,
 - b. any accident, injury or damage, including, but not limited to, bodily injury, personal injury, emotional injury, to persons and/or damage to property, which shall happen in or about the Church facilities or appurtenances, however occurring, that may result from any person, including User's employees, using the above described facilities, , its entrances and exits, and surrounding areas for User's purposes, regardless of negligence of Church (including Church's agents, employees and representatives) or otherwise,
 - c. any failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority,
 - d. any materials used in the construction or alteration of any building(s), fixtures or improvements thereon on behalf of User,
 - e. User's possession and use of the Church facilities and/or the operation of its business on the Church facilities, whether or not such use is an Authorized Use.
6. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the facilities which User will use, including entrances and exits.
7. User agrees to conduct a visual inspection of the premises prior to each use, and warrants that the premises will only be used if it is in a safe condition.
8. This agreement may be cancelled unilaterally by either party with _____ days written notice to the other party.
9. User agrees that it will not assign any of its rights under this agreement, and any such assignment will void this agreement at the sole option of the Church.
10. Church and User agree that any disputes arising under this agreement will be resolved via a mutually acceptable alternative dispute resolution process. If Church and User cannot agree upon such a process, the dispute will be submitted to a three-member arbitration panel of the American Arbitration association for final resolution.

Union Congregational Church of Magnolia	User
SIGNATURE	SIGNATURE
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: